

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
CORPUS CHRISTI DIVISION**

**CAROLYN CASTERLINE,**  
**Plaintiff**

**v.**

**INDYMAC/ONE WEST,**  
**Defendant**

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**CIVIL ACTION NO. 2:10-CV-00210**

**DEFENDANT'S ORIGINAL ANSWER**

COMES NOW OneWest Bank FSB ("OWB"), named as a defendant in the above-styled action, and files this Original Answer to Plaintiff's Complaint as follows:

**I.**  
**PARTIES**

1. OWB admits line 12.
2. OWB denies that it is correctly named as IndyMac/One West Bank in lines 13-14. OWB admits that its corporate headquarters are in Pasadena, California but denies that they are located at 3465 E. Foothills Blvd. Pasadena, CA 91107.

**II.**  
**STATEMENT OF CAUSE**

3. The allegations of lines 16 to 18 are neither admitted nor denied for lack of knowledge or information sufficient to form a belief as to the truth of the averments therein contained.

4. OWB denies the allegations contained in lines 19 to 31.

**III.**  
**PETITIONER WILL PROVE THE FOLLOWING**

5. OWB denies the allegations contained in lines 33 to 69.

**IV.**  
**PETITIONER SEEKS REMEDY**

6. Lines 70 to 76 merely sets forth the remedies Plaintiff seeks by her complaint and require no answer from Defendant. To the extent that an answer is required or implied, OWB denies that Plaintiff is entitled to recover anything against it by this action.

**“PETITIONER HAS BEEN HARMED”**

7. OWB denies the allegations contained in lines 77 to 82.

**V.**  
**STATEMENT OF CLAIM**

**“DEFENDANTS LACKS STANDING  
NO EVIDENCE OF CONTRACTUAL OBLIGATION”**

8. OWB denies the allegations contained in lines 83 to 100.

**“NO PROPER EVIDENCE OF AGENCY”**

9. OWB denies the allegations contained in lines 101 to 109.

**“SPECIAL PURPOSE VEHICLE”**

10. OWB denies the allegations contained in lines 110 to 120.

**“CRIMINAL CONSPIRACY AND THEFT”**

11. OWB denies the allegations contained in lines 121 to 127.

**“AGENT PRACTICED UP-SELLING”**

12. OWB denies the allegations contained in lines 128 to 139.

**“FRAUDULENT INDUCEMENT”**

13. OWB denies the allegations contained in lines 140 to 142.

**“EXTRA PROFIT ON SALE OF PREDATROY LOAN PRODUCT”**

14. OWB denies the allegations contained in lines 143 to 146.

**“EXTRA COMMISION FOR LATE PAYMENTS”**

15. OWB denies the allegations contained in lines 147 to 153.

**“EXTRA INCOME FOR HANDLING FORECLOSURE”**

16. OWB denies the allegations contained in lines 154 to 158.

**“CREDIT FAULT SWAP GAMBLING”**

17. OWB denies the allegations contained in lines 159 to 162.

**“LENDER ATTEMPTING TO FRAUDULENTY COLLECT ON VOID LIEN”**

18. OWB denies the allegations contained in lines 163 to 180.

**“LENDER PROFIT BY CREDIT FAULT SWAP DERIVATIVES”**

19. OWB denies the allegations contained in lines 181 to 187.

**“LENDER CHARGED FALSE FEES”**

20. OWB denies the allegations contained in lines 188 to 211.

**“RESPA PENALTY”**

21. OWB denies the allegations contained in lines 212 to 235.

**“LENDER CONSPIRED WITH APPRAISER”**

22. OWB denies the allegations contained in lines 236 to 241.

**“LENDER CONSPIRED WITH TRUSTEE”**

23. OWB denies the allegations contained in lines 242 to 250.

**“DECEPTIVE ADVERTISING AND OTHER UNFAIR BUSINESS PRACTICES”**

24. OWB denies the allegations contained in lines 251 to 257.

**“EQUITABLE TOLLING FOR TILA AND RESPA”**

25. OWB denies the allegations contained in lines 258 to 291.

**“BUSINESS PRACTICES CONCERNING DISREGARDING OF UNDERWRITING STANDARDS”**

26. OWB denies the allegations contained in lines 292 to 300.

**“LOW-DOCUMENTATION/NO-DOCUMENTATION LOANS”**

27. OWB denies the allegations contained in lines 301 to 320.

**“EASING OF UNDERWRITING STANDARDS”**

28. OWB denies the allegations contained in lines 321 to 349.

**“RISK LAYERING”**

29. OWB denies the allegations contained in lines 350 to 365.

**“UNJUST ENRICHMENT”**

30. OWB denies the allegations contained in lines 366 to 378.

**“CLAIM TO QUIET TITLE”**

31. OWB denies the allegations contained in lines 379 to 394.

**“SUFFICIENCY OF PLEADING”**

32. OWB denies the allegations contained in lines 395 to 410.

**VI.  
CAUSES OF ACTION**

**“BREACH OF FIDUCIARY DUTY”**

33. OWB denies the allegations contained in lines 412 to 423.

**“NEGLIGENCE/NEGLIGENCE PER SE”**

34. OWB denies the allegations contained in lines 424 to 442.

**“AGENT: COMMON LAW FRAUD”**

35. OWB denies the allegations contained in lines 443 to 464.

**“PETITION PROPERLY AVERRED A CLAIM FOR BREACH OF THE  
IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING”**

36. OWB denies the allegations contained in lines 466 to 500.

**“CAUSE OF ACTION VIOLATION OF TRUTH IN  
LENDING ACT 15 U.S.C. §1601 ET SEQ”**

37. OWB denies the allegations contained in lines 501 to 518.

**“INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS”**

38. OWB denies the allegations contained in lines 519 to 538.

**“F. REQUEST FOR PRELIMINARY INJUNCTION”**

39. OWB denies the allegations contained in lines 539 to 576.

**“C. CONCLUSION”**

40. OWB denies the allegations contained in lines 577 to 582.

**“H. PRAYER”**

41. Lines 583 to 589 merely set forth the remedies Plaintiff seeks by her complaint and require no answer from Defendant. To the extent that an answer is required or implied, OWB denies that Plaintiff is entitled to recover anything against it by this action.

42. All other allegations, claims, contentions, and prayers for relief not heretofore expressly admitted are specifically denied.

**FIRST AFFIRMATIVE DEFENSE**

43. All or part of Plaintiff's complaint fails to state a claim against OWB upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

44. OWB further avers and asserts that Plaintiff's request for injunctive relief is moot. Bayou Liberty Ass'n Inc. v. U.S Army Corps, 217 F.3d 393, 396 (5<sup>th</sup> Cir. 2000).

Respectfully submitted,

HANNA & PLAUT, L.L.P.  
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By: /s/ Catherine L. Hanna

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ATTORNEYS FOR ONEWEST BANK FSB

**CERTIFICATE OF SERVICE**

I hereby certify that on August 11, 2010, a true and correct copy of the foregoing document was filed via the Court's ECF system pursuant to LR5.1 and served on Carolyn Casterline via certified mail, return receipt requested.

**Via CMRRR**

Carolyn Casterline  
103 Bay Court  
Aransas Pass, Texas 78336

/s/ Kevin J. Franta

Kevin J. Franta